

## **REMARKS/ARGUMENTS**

### **Interview**

The undersigned thanks the Examiner for the courtesy of a telephone interview to discuss the Office Action and appreciates the helpful suggestions.

A discussion with Examiner Cuff was conducted via telephone in the present matter on January 16, 2008. While no agreement was reached, substantial progress was made in identifying allowable subject matter and furthering prosecution. After a brief summary of the invention and the prosecution history thusfar, several differences were identified between the present application and the cited art, including that U.S. Patent No. 6,631,849 ("Blossom") failed to teach the type of instrument identifier or remote account linking recited by independent claim 1. Applicant agreed to amend the claims to clarify those differences between the present application and the cited art.

The claims are amended in this Amendment at least to reflect Examiner's suggestions as to allowable subject matter.

### **Status of the Claims**

Before this Response, claims 1-7 and 23-29 were present for examination. Claims 1, 2, 24, 26, and 28 are amended; no claims are canceled; and claims 30-35 are added. Claims 8-22 are withdrawn. Therefore, claims 1-7 and 23-35 are present for examination, and claims 1 and 30 are the independent claims.

The Office Action dated September 27, 2007 ("Office Action") rejected claims 1-7 and 23-29 under 35 U.S.C. §103(a) as being unpatentable by the cited portions of Blossom, U.S. Patent No. 6,631,849 ("Blossom"), in view of Cameron et al., U.S. Patent No. 5,839,117 ("Cameron"), Melchione et al., U.S. Patent No. 5,930,764 ("Melchione"), and Dorfman et al., U.S. Patent No. 3,935,361 ("Dorfman"). The Office Action rejected claim 23 under 35 U.S.C. §103(a) as being unpatentable over Blossom, Cameron, and Melchione, in further view of Wagner et al., U.S. Patent No. 6,580,440 ("Wagner"). The Office Action rejected claim 28 under

35 U.S.C. §103(a) as being unpatentable over Blossom, Cameron, and Melchione, in further view of Teicher, U.S. Patent No. 5,744,787 ("Teicher"). Applicant respectfully requests reconsideration for the reasons that follow.

**Claim Amendments**

Claims 1, 2, 24, 26, and 28 are amended and claims 30-35 are added in this Amendment. Support for these amendments and additional claims can be found throughout the specification, including at ¶¶ 17, 25, and 33. As such, no new matter has been added by these amendments.

**35 U.S.C. §103(a) Rejections, Blossom et al.**

Applicant respectfully submits that the prior art fails to teach or suggest linking a single identifier of a payment instrument to multiple accounts at a remote host, and using that remote host to generate account information based on the instrument identifier for use in point-of-sale transactions with the instrument.

The Office Action rejected independent claim 1 under 35 U.S.C. §103(a) as being unpatentable over Blossom, in view of Cameron, Melchione, and Dorfman. To establish a *prima facie* case of obviousness, the cited references, combined with the knowledge of those of ordinary skill in the art, must teach or suggest all the claim limitations. Applicant respectfully traverses this rejection at least because the combination of Blossom, Cameron, Melchione, Dorfman, and ordinary knowledge in the art fails to teach or suggest all the recitations of claim 1.

**First Missing Recitation: Instrument Identifier**

Claim 1 recites "receiving, at the point-of-sale device from an instrument, an instrument identifier identifying the instrument, wherein the instrument identifier is associated with a stored-value account and a credit account...; transmitting, from the point-of-sale device to the remote host, the instrument identifier." The Office Action appears to cite only Blossom as suggesting this recitation. Office Action, p. 2. While Blossom does generally discuss receiving

a card 10 at a point-of-sale device (e.g., at col. 3, l. 28), Blossom does not teach or suggest receiving an *instrument identifier identifying the instrument* at a point-of-sale device.

Blossom generally discusses cards which include account identifiers, each accessible via certain card elements (e.g., magnetic strips (col. 5, l. 15), buttons (col. 5, l. 36), or chips (e.g., col. 6, l. 50)). As such, a point-of-sale device may access account information using the instruments (the cards) in Blossom by reading information that *identifies an account* from the instrument. This is different from receiving information that *identifies the instrument* from the instrument, and then transmitting the instrument identifier to a host to obtain associated account information.

For example, say a card in Blossom includes two magnetic strips, each configured to store account information for a single credit account. To associate a third account with the card, it may be necessary to add a physical card element (e.g., a third magnetic strip) to the card, or to provide a customer with a new card. This is different from being able to simply update a remote host to associate a new account with an existing instrument identifier, without physically impacting the customer's instrument.

For at least these reasons, Blossom fails to teach or suggest this recitation of claim 1. Further, the Office Action fails to provide any teachings from other references or any reason why this recitation would be within the knowledge of a person of ordinary skill in the art. As such, the combined teachings of the art, as cited by the Office Action, fail to teach or suggest this first missing recitation of claim 1.

#### Second Missing Recitation: Host Generation of Account Information

Further, claim 1 recites "receiving, at the point-of-sale device from the remote host, account information relating to the stored-value account and the credit account linked to the instrument identifier, the account information being generated by the remote host based on the instrument identifier." The Office Action does not cite any reference as teaching or suggesting this recitation.

Moreover, it would not make sense for this recitation to be read into the cited art, for at least the reason that none of the cited references disclose a remote host like the one in claim 1. For example, in a typical payment processing method (like the one disclosed in Blossom and other art), a payment host may receive an account identifier from a point-of-sale device, which identifies the account to be charged. The payment host may then choose whether to verify the transaction. This is different from sending an instrument identifier to the remote host, and having the remote host *generate the account information based on the instrument identifier*.

For at least this reason, it would make no sense to rely on the cited art to teach or suggest this recitation of claim 1. Further, the Office Action fails to provide any teachings from other references or any reason why this recitation would be within the knowledge of a person of ordinary skill in the art. As such, the combined teachings of the art, as cited by the Office Action, fail to teach or suggest this second missing recitation of claim 1.

#### Third Missing Recitation: Account Linking at a Remote Host

Even further, claim 1 recites “wherein the stored-value account and the credit account were linked to the instrument identifier at a remote host ....” The Office Action correctly submits that Blossom fails to teach this recitation and instead relies on cited portions of Cameron and Melchione. Office Action, pp. 2-3.

The cited portion of Cameron (Fig. 16), and the short description of Fig. 16 in the specification, suggest only that accounts may be linked to each other. As mentioned above, this is different from the accounts being linked *to an instrument identifier at a remote host*, whereby the remote host can interact with a point-of-sale device based on the instrument identifier (and not the account identifiers).

The cited portions of Melchione also cannot be relied on to teach or suggest “wherein the stored-value account and the credit account were linked to the instrument identifier at a remote host,” as recited in claim 1. As support for this recitation, the Office Action cites only the last sentence of the Abstract in Melchione, which discusses a system for “opening an

account in a single session,” where the system is in communication with multiple other systems. Even assuming, *arguendo*, that the simple phrase “in a single session” implies account linking, there is still no disclosure of how accounts are linked. Certainly, there is no enabling disclosure of linking accounts to an *instrument identifier at a remote host*. In fact, nothing in the cited portion of Melchione even refers to an instrument, let alone an instrument identifier which identifies the instrument and associates the instrument with multiple accounts.

For at least these reasons, neither Cameron nor Melchione teaches or suggests this recitation of claim 1. Further, the Office Action has not shown how, in the absence of these teachings, this recitation would be known to one of ordinary skill in the art. As such, the combined teachings of the art, as cited by the Office Action, fail to teach or suggest this third missing recitation of claim 1.

For at least the above reasons, the cited references fail to teach or suggest all the recitations of claim 1. Further, the Office Action has provided no reason why, in the absence of these teachings, the recitations of Claim 1 would be known to one of ordinary skill in the art. As such, the Office Action has failed to meet its *prima facie* burden of proving obviousness. Therefore, Applicant respectfully submits that independent claim 1 is allowable.

Further, new claim 30 includes the same allowable recitations as those of claim 1, and is believed to be allowable for at least the same reasons as given above with regard to claim 1. Claims 2-6, 23-29, and 31-35 are believed to be allowable for at least the reason that they depend from allowable base claims.

Applicant, therefore, respectfully requests that the §103(a) rejections to these claims be withdrawn.

**CONCLUSION**

In view of the foregoing, Applicant believes all claims now pending in this Application are in condition for allowance. The issuance of a formal Notice of Allowance at an early date is respectfully requested.

If the Examiner believes a telephone conference would expedite prosecution of this application, please telephone the undersigned at 303-571-4000.

Respectfully submitted,



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